AGREEMENT

THIS AGREEMENT is made and entered into _____, 20__, by and between the City of Westfield, Indiana, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 36 S. Pennsylvania Street, Indianapolis, IN 46204, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of construction documents for the reconstruction of the intersection of 161st Street and Carey Road.

WHEREAS, the ENGINEER has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide the services and documents, hereinbefore and hereinafter described, in relation to the Reconstruction of 161st Street and Carey Road into a modern roundabout.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Basic Services by ENGINEER

The basic services to be provided by the ENGINEER under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The ENGINEER shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The ENGINEER shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The ENGINEER shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions

1. Work Office

The ENGINEER shall perform the work under this Agreement at the following office:

2. Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER. During the performance of the services, herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and

Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The ENGINEER shall be responsible for all damage to life and property due to activities of the ENGINEER, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the ENGINEER shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the negligent services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of ENGINEER shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed $1,000,000.

9. Status of Claims

The ENGINEER shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the ENGINEER which are known resulting from services performed under this Agreement. The ENGINEER shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

10. Workmen's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The ENGINEER will not be given a notice to proceed until the ENGINEER has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the ENGINEER shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the ENGINEER.

The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.

(B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than $500,000 for each person, including death at any time resulting therefrom, and not less than $1,000,000 in any one occurrence, and not less than $500,000 for all damages arising out of injury to or destruction of property or a combined single limit of $1,000,000.

(C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than $500,000 for each person, including death at any time resulting therefrom, and not less than $1,000,000 in any one accident, and not less than $500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of $1,000,000.

11. Progress Reports

The ENGINEER shall submit a monthly Progress Report to the OWNER describing progress to the first of the month. The ENGINEER shall also provide updated status of schedule and show progress into next month.

12. Changes in the Work

In the event the OWNER requires change in the work, after the work has progressed as directed by the OWNER, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the OWNER in consultation with ENGINEER and the ENGINEER shall not commence the change of scope of the work until a supplemental agreement is executed within ninety (90) days of the change and the ENGINEER is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, the ENGINEER shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of termination and

which estimate shall be as made by the OWNER in consultation with ENGINEER for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the ENGINEER and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the Ready for Letting date defined in Appendix “C” of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER’s services beyond that time shall be revised to include compensation for inflationary adjustments. If the ENGINEER is determined to be at fault, compensation will not be provided.

18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the ENGINEER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the ENGINEER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the ENGINEER, its officers, agents, or employees.

19. Engineer Indemnification

The ENGINEER hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the ENGINEER, his directors, officers, and employees, for whose acts the ENGINEER is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the ENGINEER shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

The remainder of this page intentionally left blank.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER:

DLZ INDIANA, LLC

_____

Mark C, Jacob
Vice-President

ATTEST:

_____

OWNER:

CITY OF WESTFIELD, INDIANA
By Its Board of Public Works and Safety

By: _____.
J. Andrew Cook, Presiding Officer

By: _____
Jack Hart, Member

By:
Mark Heirbrandt, Member

ATTEST:
Cindy J. Gossard, Clerk-Treasurer

A C K N O W L E D G M E N T

STATE OF INDIANA _____ COUNTY OF _____ SS:

Before me, the undersigned Notary Public in and for said County personally appeared Mark C. Jacob, Vice-President and _____, of DLZ Indiana, LLC, 36 S. Pennsylvania Street, IN 46204, and each acknowledged the execution of the foregoing agreement on this _____day of _____, 20___, and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires:

_____ _____.
Notary Public

County of Residence:

A C K N O W L E D G M E N T

STATE OF INDIANA COUNTY OF _____ SS:

Before me, the undersigned Notary Public in and for said County personally appeared _____ and

_____ and each acknowledged the execution of the foregoing agreement on this _____ day of _____, 20_____.

Witness my hand and seal the said last named date.

My Commission Expires:

_____ _____.
Notary Public

County of Residence:

DLZ
ENGINEERS • ARCHITECTS • SCIENTISTS
PLANNERS • SURVEYORS

December 30, 2008

Mr. Neil VanTrees, P.E.
Westfield Public Works
2706 E. 171st Street
Westfield, IN 46074

Re: Revised Scope of Services
Roundabout Intersection Design
161st Street and Carey Road

Dear Mr. VanTrees:

DLZ Indiana, LLC (DLZ) is transmitting our fee proposal for professional engineering services for the proposed roundabout design at the intersection of 161st Street and Carey Road.

In consideration for the above scope of services, DLZ submits the following revised lump sum fees:

Survey	$14,700.00
Location Route Survey Plat	$8,900.00
Roadway Design (incl. MOT, drainage and detention)	$81,200.00
Signing and Pavement Marking Design	$4,600.00
Lighting Design	$8,500.00
Watermain Design	$14,000.00
Landscape Design	$7,900.00
Right-of-Way Engineering	$9,100.00
Bidding Services	$6,800.00
Total:	**$155,700.00**

DLZ also has provided a fee for the additional work associated with reconstructing 161st Street east of the intersection to remove the stopping sight distance deficiency due to the crest vertical curve. This fee is $4,600, which includes the additional effort for developing a plan and profile sheet and cross section sheets. A budgetary number for providing construction services on a part time basis as outlined in the City's Scope of Services document has also been developed. This fee is estimated to be $45,000.

Also included in this fee proposal are costs to perform Right-of-Way services on a per parcel basis for up to 5 parcels. These services are provided by DLZ and O. R. Colan. The fees are as follows:

Title Work w/20 yr commitment (O. R. Colan)	$240
Last Deed of Record update (O. R. Colan)	$75
Appraisal Problem Analysis	$200
Appraisals:	

Waiver Valuation (O. R. Colan)	$350
Value Finding (O. R. Colan)	$1,200
Short Form (O. R. Colan)	$2,125
Appraisal Reviews:	
Waiver Valuation (O. R. Colan)	$155
Value Finding (O. R. Colan)	$535
Short Form (O. R. Colan)	$955
Negotiations – Partial Take (O. R. Colan)	$1,125
Right-of-Way Staking (DLZ)	$500
Transfer Documents (O. R. Colan)	$350
Coordination (DLZ)	$500
Supervision (O. R. Colan)	$450

If you have any questions or require any additional information regarding these revised fees, please do not hesitate to contact this office at 633-4120.

Very truly yours,

DLZ INDIANA, LLC

Mark C. Jacob
Vice President/Principal in Charge

Bruce Fraser, PE
Transportation Division Manager

Copy: GKF, MJK, HAG, file

360 Century Building • 36 S. Pennsylvania St. • Indianapolis, Indiana 46204-3628 • PHONE: (317) 633-4120 • FAX: (317) 633-4177
With Offices Throughout The Midwest
www.dlz.com

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DESCRIPTION OF THE PROJECT

The project is located in the City of Westfield at the intersection of 161st Street and Carey Road. DLZ has been to the project site and spoken with City officials to better understand the overall project scope. Currently, both roadways are single lane facilities utilizing stop signs for stop control. The adjacent properties are the Radiant Christian Life Church on the northwest corner, a vacant residential lot owned by Estridge on the southwest corner, Bridgewater on the southeast corner and Bridgewater development on the northeast corner.

Existing overhead utilities are present on the west side of Carey Road and the north side of 161st Street. There are underground gas, water, storm, sanitary and telecommunication (fiber optic) facilities present throughout the project area.

During our site visit we noticed a steady volume of vehicular traffic, along with tractor trailers, throughout the intersection. There currently exists a multi-use path on the east side of Carey Road and on both the north and south sides of 161st Street east of the intersection. We also observed what could be limited sight distances along 161st Street east of the Carey Road intersection.

Based on our site visit, meetings with City staff and the attached City's Scope of Services, the following represents DLZ's understanding of the scope of work:

SCOPE OF WORK

Field Survey

DLZ will begin the project by performing a field survey of the entire project area. The survey lengths will include approximately additional 200 feet of field survey beyond the project lengths listed in the City's scope of services. DLZ will establish necessary random horizontal control using Global Positioning Systems (GPS) or conventional optical traversing methods. Horizontal control values shall be initially based upon the Indiana State Plane Coordinate system, East Zone, North American Datum 1983. Vertical control is to be established based upon North American Vertical Datum 1988. DLZ will establish one vertical control base station by static GPS/OPUS methods while constraining to and checking into at least two nearby available NGS stations. Additional vertical control points (random control stations and temporary benchmarks) will be established by conventional differential leveling techniques.

Topography shall be electronically data collected and processed in Eagle Point format. Road cross-sections shall be taken at 50-foot intervals and shall extend no less than 50 feet either side of the existing/proposed rights of way of both 161st Street and Carey Road.

Underground utilities, which are marked in the field by the respective utility or by its representative or contractor, that fall within the survey limits, shall be located. All above ground utilities and their appurtenances that fall within the survey limits shall be located and identified.

Existing drainage/sewer structures found within the survey limits shall be located and sized and connected to key offsite structures if they exist.

Other topographic features that fall within the survey limits shall be located and may include but not be limited to trees over 8 inches (edge of tree-lines in heavily wooded areas), significant landscaping and fences, driveways and walks (along with surface types), buildings and/or dwellings, roadway surface types and utility installations if at surface or otherwise marked.

Survey alignment for both 161st Street and Carey Road shall be established from the existing pavement location in the absence of predefined alignments, which are recoverable, provided by the Westfield City Engineer or the Hamilton County Engineer or County Surveyor.

Fee parcel lines establishing this survey shall be based upon record documents found in the Hamilton County Recorder's Office and/or other public sources, i.e. GIS.

DLZ will establish granted Right of Way if documented with the Hamilton County Surveyor's Office by official County Commissioner's record or other Hamilton County Officials' record with legal authority to establish Rights of Way, or from deeds or right of way grants provided to DLZ by the Westfield City Engineer.

DLZ will make every effort to recover and/or re-establish needed section corners as defined in Title 865 I.A.C. 1-12 (Rule 12). DLZ believes it may be necessary to recover or re-establish as many as 5 section corners which control the location of the affected fee parcels. Many of these corners are located as far as one half mile from the site.

DLZ will prepare a Location Control Route Survey Plat for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat shall provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions. The plat shall display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. DLZ shall record this plat in the Hamilton County Recorder's Office.

Roundabout Design

Based upon the previous engineering study performed for the City at this intersection, it was determined that a dual lane modern roundabout is to be constructed. The City also indicated it desires to minimize and/or eliminate the impacts on the northeast and southeast corners of this intersection. Therefore, DLZ will investigate locating the roundabout design west of Carey Road and possibly to the north of 161st Street. This is due to the large open area on the church property. DLZ will utilize RODEL for capacity analysis and to determine the lane configurations of the roundabouts. All design shall be performed in US customary units and in Auto Cad format utilizing Eaglepoint.

After reviewing the roundabout concept drawing which was provided by the City, we noticed that there were several design elements of the concept drawing that were not consistent with commonly accepted multi-lane roundabout design practice and guidance. Most importantly, the geometry and alignment of the two lane entries exhibit what is commonly called "entry path overlap." This is a situation where the entry lanes at the yield line do not line up with receiving lanes in the circulating road. Specifically, the inside entering lane vehicle trajectory is pointed into the central island, and the outside entering lane is directed towards the inside circulating lane. Path overlap can result in reduced capacity or increased crashes. Also, there are relatively tight exit radii shown on all four of the exits. This creates very small entry angles (i.e., the angle at which the entering stream of traffic crosses the exiting stream of traffic) and is undesirable since it can contribute to entry-circulating crashes. Additionally, the splitter islands shown in the concept drawing most likely do not meet applicable requirements for minimum width at the pedestrian crossing locations. Beyond these items, it appears that the inscribed circle diameter (ICD) can be reduced in size while still providing adequate speed control. Lastly, it appears that the current roundabout may not provide adequate entry path curvature (i.e., curvature prior to the yield line for approaching vehicles) in order to meet relevant standards in the FHWA roundabout guide (i.e., the maximum allowable R1 value).

The issues described in the paragraph above will affect the geometric layout of the roundabout which in turn will directly affect right-of-way needs and possibly cost. In order to demonstrate what we believe are more realistic right-of-way needs, DLZ has prepared a conceptual drawing that shows the geometry we would recommend be utilized. This drawing is shown on the next page. Once the geometric design begins, we can move the center of the roundabout around (to the northwest) to reduce and or eliminate the impacts to the golf course property. Based on this geometric layout, we estimate that the lengths of work required for each leg are approximately 400 feet.

After the Rodel analysis and field survey/basemap have been completed, DLZ will proceed with preparation of the Preliminary Design Plans. As mentioned previously, DLZ will investigate locating the proposed roundabout in the northwest quadrant of the existing intersection to avoid/minimize impacts to the Bridgewater golf course and residential development. The proposed facility is to be constructed as a two-lane roundabout; therefore requiring the widening of the existing two lane roadways to four lane divided sections. This will also impact our analysis on the location of the roundabout.

The design plans will include 10' multi-use paths along each leg of the intersection that do not already have one. All paths will have proper ADA compliant ramps and access throughout the proposed roundabout project.

As part of the preliminary design effort, DLZ will investigate the crest vertical curve along 161st Street to determine if there is a deficient stopping sight distance and if the projects limits need to be extended to the east up to 200 feet to correct this problem. If it is determined that there is a deficient sight distance, DLZ will prepare plans to correct this design element (this fee is presented as a separate design fee to only be authorized by the City of Westfield).

This design effort will include preparation of typical sections, plan and profile sheets, cross sections, a detour plan, approach and drive details, roundabout pavement and island details, lighting, signing and pavement marking, drainage, water main relocation and preliminary landscape design.

As mentioned previously, there are numerous utilities, both overhead and underground, that must be addressed to assure that construction moves in an expeditious manner. Consequently utility coordination is vital in all aspects from survey, through design and into construction. To allow for the construction of the roadways to be completed during non school months, all utilities must be cleared prior to construction. This project will impact the overhead utilities along the west side of Carey Road and on both the north and south sides of 161st Street. It is important that the proposed design be coordinated with the electric company as soon as possible so that the relocation of their facilities can be completed prior to roadway construction. DLZ will provide the utility companies with the roundabout design plans so that they may prepare relocation plans for their respective facilities.

Drainage is also a key element to this project. Due to the existing conditions, detention is required to safely collect the storm runoff and not adversely impact the existing storm system. DLZ will investigate various methods to detain the storm runoff. At this time, DLZ anticipates that underground detention is the most likely design alternative since this will minimize the adjacent property impacts. Design calculations will meet the Hamilton County detention

ordinance. DLZ will also investigate protection for the receiving waterway, which we presume to be the open ditch along the north side of the golf course. Erosion control and Best Management Practices (BMP's) are to also be addressed by DLZ as well as preparing the Rule 5 permit. We will investigate all types of BMP designs from manufactured systems to vegetated slope/ditch treatments.

The landscaping element of this project has various phases. As per the City's Scope of Services, plantings are to be investigated as part of the BMP design. DLZ will prepare three alternative schematic plans to be presented to the City. These schematics will entail only hand drawn sketches of the landscaping alternatives. Once a preferred alternative is selected, DLZ will then prepare a Supplemental Agreement to perform the final landscape design.

Lighting design is also an important element for roundabout safety. This design effort will include illuminating all crosswalks along with the roundabout itself. In addition to the roundabout and crosswalks, the approach roadways are to be lighted as per the Roundabout Lighting Design Guide. DLZ will prepare the lighting plans in accordance with the scope of services provided by the City of Westfield (see Appendix A). DLZ will perform all lighting design calculations, details, plans and specifications to fit the pre-approved Westfield master plan.

The watermain relocation will consist of approximately 1,300 linear feet along both 161st Street and Carey Road in accordance with the City of Westfield's Scope of Services (see Appendix A). DLZ will coordinate with the City to develop the new watermain and abandon the existing watermain. As part of the design effort, we will identify and resolve any conflicts with existing underground utilities and proposed storm facilities. DLZ will also prepare and submit the IDEM NOI permit.

Following the preliminary plan submittal, the City of Westfield will hold a public meeting to present the project to the community. DLZ will prepare exhibits for this meeting and attend the meeting as well.

The project is to be designed in English units and in accordance with the following references, policies and guidelines:

- FHWA Roundabouts: An information Guide; FHWA-RD-00-67, June 2000,
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials,
- Roadside Design Guide, American Association of State Highway and Transportation

Officials,

- Standard Specifications, Indiana Department of Transportation,
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Right-of-Way Services
Right-of-Way services are also included in this fee proposal on a per parcel basis for up to 5 parcels. Right-of-Way services that may be performed are listed in the City of Westfield's Scope of Services (see Appendix A). DLZ shall prepare legal descriptions and right-of-way parcel plats for necessary fee and temporary parcels to be used in the acquisition of right-of-way in accordance with the City's Right of Way Engineering standards.

DELIVERABLES

DLZ will submit preliminary plans, public information meeting exhibits and final plans as itemized in the Scope of Services (see Appendix A). DLZ will submit one set of construction bid documents. DLZ will also submit electronic files in PDF and AutoCAD 2008 format.

MEETINGS

DLZ will attend up to 10 meetings throughout the design process. These meetings are broken down as follows:

- Four Client meetings
- Two Stakeholder meetings
- One public meeting
- Three Hamilton County Surveyor Office meetings

SCHEDULE

Attached is a project schedule for the design and R/W acquisition services. Based upon our meeting held at your office on December 12, 2008, it is the City's desire to have the design completed in 120 days. Construction is anticipated to be in 2010, but have the flexibility to begin construction in 2009.

The project schedule does not include delays incurred due to utility relocations, right of way acquisitions and other instances outside of DLZ's control.

ADDITIONAL SERVICES

Additional services that are not included in the fee proposal, but can be provided if needed are:

1. Traffic Data collection.
2. Preparation of environmental compliance and/or assessment documents. It is assumed that since this project is locally funded no NEPA or historic documentation is required.
3. Geotechnical investigation and related services (this information is needed for the road, storm and watermain design effort).
4. Maintenance of Traffic Plans if project is constructed under traffic without detour. This work is to only be performed if authorized by the City. The fee for this effort is $13,300.
5. Utility relocation design excluding water.
6. Subsurface utility engineering.
7. As-built drawings.

DLZ can submit supplemental agreements for any of the above listed Additional Services at the request of the City for approval prior to commencing any such services.

APPENDICES

CITY OF WESTFIELD
SCOPE OF SERVICES

Appendix A

SCOPE OF SERVICES

WESTFIELD, INDIANA
161ST STREET AND CAREY ROAD

PROJECT PURPOSE

The purpose of this project is to construct a modern roundabout at the intersection of 161st Street and Carey Road. This project will improve the capacity and safety at the intersection.

PROJECT LIMITS

The project will extend approximately 700 feet north, 700 feet south, 650 feet east, and 550 feet west from the intersection of 161st Street and Carey Road.

PROJECT TIMELINE

The project will be advertised on March 2, 2009. Construction is anticipated to begin June 8, 2009 to avoid conflicts with the school system. All permits and right of way shall be secured before the March 2 bid. If permits can not be secured before bid, majority of substantial comments shall be addressed and reflected in the bid set of plans. If R/W is not secured, formal offer must be made on or before January 5, 2009. All permits and right of way shall be secured prior to June 8, 2009 start time.

I. SURVEY SERVICES

CONSULTANT will perform the surveying and base mapping tasks necessary for the design of the project. The base mapping will be produced using GPS and conventional electronic data collection methods.

Dual-Frequency GPS receivers will be utilized to establish horizontal and vertical control throughout the project using the Indiana State Plane Coordinate System (East Zone) on the NAD83 and NAVD88 datum. This will also be tied to the Hamilton County GIS network.

Surveying services will be provided to develop topographic and planimetric base mapping for the design of the Project, extending 700 feet east to the first Bridgewater driveway, 600 feet west of the project, and 800 feet north and south from the intersection.

A. DESIGN SURVEY

The ground survey will include both planimetric features such as buildings, roads, water and drainage features, bridges, culverts, fences, guard rails, driveways, parking lots, poles, sidewalks, individual trees, bushes, walls, manholes, catch basins, fire hydrants; underground utility features will be located within the project limits such as electrical power poles and lines, fiber optic, gas lines, phone lines, and cable TV as marked by Indiana Underground Plant Protection Service (IUPPS) or as observed by physical evidence. Additional spot elevations will be gathered as needed for the development of a digital terrain model and contours.

B. PROPERTY LINES AND LOCATION CONTROL ROUTE SURVEY

This will include performing research at the offices of the Hamilton County Assessor, Auditor, and Recorder to determine ownership information and deeds of last record. From this

information, property corners and public land survey corners will be searched for and located where available. The results of this research and field work will be used to establish deed lines and existing rights of way of record. A Location Control Route Survey Plat will be produced in accordance with Indiana Administrative Code Title 865, Article 1, Rule 12 as it pertains to route surveys. The Location Control Route Survey Plat will be recorded in the office of the Hamilton County Recorder.

II. DESIGN SERVICES

A. ROADWAY DESIGN

1. **Roadway Design: 161ST Street and Carey Road –** The intersection at 161st Street and Carey Road will be designed as a two-lane urban roundabout. All approaches to the roundabout will be designed to accommodate future 4-lane divided roadways with minimum tapers to match the existing 2-lane roadway conditions. In order to reduce the roundabout approach speeds to acceptable levels, it may be necessary to shift the roadway alignments from their existing centerlines. If feasible the most impacted corner shall be the northwest corner. The roundabout will be designed to accommodate a WB-65 and the City's ladder fire truck. The City will provide letter truck specifications..

   Multi-Use paths will be designed on the northwest, southwest, and northeast corners of the intersection and extend to the project limits. The existing Multi-Use path on the southeast corner will be designed to tie into the proposed roundabout. In order to ensure that the corridor is accessible to all pedestrians, the design team will locate and design ADA accessible ramps at all cross walks.

   The stopping sight distance of the existing crest vertical curve along 161st Street, just east of Carey Road, will be checked to see if it meets the requirements for a roadway design speed of 40 mph. If current facilities do not meet these requirements, the limits of construction along 161st Street will be extended to correct the stopping sight distance.

   Services to support the project described by the following:

   a. Signing and Pavement Marking Design-The pavement markings at the cross walks shall be inlaid pre-formed thermoplastic. All other pavement markings shall be designed with thermoplastic.

   b. Maintenance of Traffic-The intersection will be designed using road closures and detours.

   c. Pavement Design- The pavement at the roundabout will be designed for asphalt. Under drains shall be designed for the project.

   d. Drainage Design- The CONSULTANT shall design drainage facilities to safely handle storm runoff. The design shall adequately address runoff control, safety, functionality, erosion mitigation, and ease of maintenance. The CONSULTANT shall comply with the National Pollution Discharge Elimination System (NPDES) General Storm Water Discharge Permit and the Hamilton County Surveyors Office Drainage Permit for regulated drains. Detention and release rate requirements per Hamilton County will apply. The CONSULTANT will investigate drainage outlets within 500' of the project limits.

e. Traffic Analysis-Using Rodel Software or other acceptable roundabout traffic analysis tool. Traffic shall be analyzed for both the current year (2008) and the design year 20 scenario. Traffic volumes and growth rates will be provided by CITY. CONSULTANT will provide the findings of all traffic analysis to the City.

2. **Design Standards -** The design will be performed using current accepted industry standards of practices from the American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration (FHWA), Indiana Department of Transportation (INDOT), at the time of this contract execution.

   The Roundabout design will follow the Roundabouts: An Information Guide; FHWA-RD-00-67, June 2000.

   In the event of a conflict among the standards set forth above relating to roadways and drainage, the order of precedence shall be as set forth below, unless otherwise specified by the OWNER:

   - City of Westfield *Construction Standards and Specifications-October 2006*
   - City of Westfield *Stormwater Manual*
   - INDOT *Indiana Design Manual-English*
   - FHWA *Roundabouts: An Information Guide; FHWA-RD-00-67, June 2000*
   - AASHTO *A Policy on Geometric Design of Highways and Streets*

B. LANDSCAPE AND LIGHTING DESIGN

1. **Landscape Design-** The landscape design for the roundabout at 161st Street will be designed to utilize stormwater BMP plantings where possible. Initial research and design development will take place and the findings and recommendations will be presented to the City staff. Upon selection of a BMP alternative for the roundabout, the landscape architecture team will proceed create a minimum of three (3) landscape schematics for selection by the City. Each schematic will include an opinion of probable cost. Upon selection of preferred landscape design, the CONSULTANT will perform the final design for the plantings at the intersection under a supplemental agreement. The team will prepare a series of planting plans detailing the types and quantities of all plants, along with detail instructions on planting and maintenance. In addition, decorative pavement will be design and detailed for use at the intersection as described in the Westfield Corridors Master Plan. Irrigation is not planned but 4" conduits will be shown on plans for future crossings.

2. **Lighting Design-** The roundabout , including all crosswalks will be illuminated. Illumination levels will conform to IES (Illumination Engineering Society) Standards, including the IESNA Roundabout Lighting Design Guide, with a 1 foot-candle average over the roadway surface and a 3:1 Average to Minimum ratio over the roadway surface. CONSULTANT will perform point-by-point lighting calculations to determine the quantity and location of lighting fixtures and lighting poles required.

   CONSULTANTwill provide all necessary electrical construction plans, details, and specifications. The Service Point and concrete pole base foundation will follow INDOT standards. CONSULTANT will select the pole base foundation necessary to withstand the wind velocity of the fixture/pole projected area (EPA). The Service Point will include an integral photocell, contactor for lighting control, and panel board. The fixtures and

poles will be owned and maintained by the City of Westfield and will not be leased from the Electric Utility, Duke Energy. CONSULTANT will coordinate with Duke to provide metering and electrical service to the service point.

CONSULTANT will specify lighting accessories around the Westfield pre-approved master plan. Aluminum lighting poles will be tapered, with a black, powder coat finish, with custom banner mounting accessories, and manufactured by Valmont. Poles will have an aluminum ornamental pole base (Valmont Contour Series) with a hand hole, and matching finish. Aluminum pole arms will be a single ornamental curved arm, 8'0" reach, with an ornamental tenon-adapter, and a matching finish. Multiple pole heights should be investigated to obtain the most cost efficient solution. The minimum pole/arm height will be 24'-0".

Lighting fixtures will be tenon-mounted, ornamental, teardrop shape, with cutoff optics, glass refractor lens, matching finish to poles, and TF7 series manufactured by Hadco. Lamps will be 250-400 Watt, high pressure sodium. Ballasts will be magnetic, high power factor. Other lighting options will be considered if they are cost effective.

Provisions for additional lighting and power such as decorative lighting, landscape lighting, signage lighting, or convenience power receptacles will not be provided for this roundabout. Provisions for power receptacles on the poles for Holiday lights will be provided. A conduit sleeve with pull-string will be installed from the service point to a future illuminated gateway lantern light/marker located in the center of the roundabout.

C. WATER MAIN DESIGN

1. **Water Main Design: 161st Street & Carey Road-**The CONSULANT shall provide design engineering services for approximately 1300 feet of water main located along the West Side of Carey Road (approximately 800 feet South of the intersection) and the South Side of 161st Street (approximately 500 feet West of the intersection).

   Design Engineering Services shall include:

   1) Preliminary Design

      a) Examine preliminary plans for the proposed roadway project and conduct field investigations to determine and refine the proposed route for the new water main and to develop a plan for abandoning the existing main.

      b) Discuss water distribution master plans with the OWNER to determine what future capacities should be considered in the design.

      c) Incorporate available utility and drainage information into the water main plans, including the location and depth of existing and proposed facilities.

      d) Prepare preliminary water main design based on OWNER's master plan and specifications, and on the field check. Preliminary design shall address:

         i) Conflicts with proposed storm sewers and changes to road grade and alignment.

         ii) Clearance and separation from storm and sanitary sewers in conformance with IDEM requirements.

         iii) Pipes sizes for all new or relocated water mains.

iv) Conformance with IDEM requirements for the Notice of Intent (NOI) process.

e) Perform quality review of preliminary design and make necessary revisions.

f) Submit Preliminary Design to OWNER, review with OWNER, conduct field check with OWNER, and receive input from OWNER to be incorporated into Final Design.

2) Final Design

a) Prepare final design based on field check and input from OWNER, incorporating specific details required by the OWNER.

b) Prepare final specifications for water main design incorporating OWNER's standard specifications and applicable special conditions.

c) Perform quality review final design and make necessary revisions.

d) Present final design as construction drawings shown to a suitable plans scale, and shall include:

i) All water facilities normally associated with a complete water distribution system (i.e., mains, valves, hydrants, restrained pipe length requirements, service connection).

ii) Plan and profile for entire length of water main to be relocated and/or installed.

iii) Cross-sections of road and stream crossings where necessary.

e) Prepare and submit IDEM NOI or make application for Alternative Design Permit Approval (if required).

f) Submit one (1) set of plans, specifications, and estimate at Final Plans for OWNER's review.

D. PROJECT DELIVERABLES

The following deliverables are anticipated for this project:

1. The submittals/deliverables required for the design activities will be as follows (all plans black and white unless otherwise noted):
   a. Preliminary Plans – two (2) full-size (24"x36") plan set, four (4) half-size (11"x17") plan sets and one (1) preliminary cost estimate provided to the CLIENT; five (5) full-size (24"x36") plan sets provided to Utility Companies
   b. Public Information Meeting Exhibits – twelve (12) full-size (24"x36") color plan view exhibits and twelve (12) half-size (11" x 17") color plan view exhibits
   c. Utility Coordination-five (5) full-size (24"x36") plan sets
   d. Final Plans –four (4) full-size (24"x36") plan sets, one (1) quantity and design calculation binder, one (1) Specifications document and one (1) final cost estimate
   e. The Consultant shall submit one (1) CD with electronic files of the project in PDF and AutoCAD 2008 format to the OWNER at the Final Plan Submittal.

Reference Exhibit 1 for the approximate number of plan sheets required for Roadway Design Project.

E. COORDINATION ACTIVITIES

The following coordination activities are anticipated for the project:

1. Nine (9) client meetings.
2. Four (4) Stakeholder meetings.
3. One (1) public information meeting.
4. Three (3) Hamilton County Surveyor Office meetings.

F. PERMITTING

1. CONSULTANT will prepare the following permitting applications for the CLIENT's use and submit on behalf of the CLIENT. CONSULTANT will address all comments and gain agency approvals.
   a. IDEM Rule 5 Storm water Runoff permit. Submittal to Hamilton County Soil and Water Conservation District is required.
   b. Hamilton County Surveyor's Office Drainage Permit

G. UTILITY COORDINATION

1. CONSULTANT will provide utility coordination services within the project limits; however, utility relocation design is not included and is expected to be completed by the utilities impacted, if required.

III. BIDDING SERVICES

A. BIDDING SERVICES

The CONSULTANT will provide bidding assistance for one (1) construction contract letting. The elements associated with this task are as follows:

1. Prepare bid advertisement for the CLIENT to publish.
2. Print and distribute plans and specifications (12 copies) and track plan holders.
3. Receive and respond to contractor inquiries regarding bidding documents.
4. Issue addenda to Bid Documents
5. Conduct one (1) pre-bid meeting
   a. Attend pre-bid meeting
   b. Prepare and distribute addenda and meeting minutes.
6. Prepare bid recommendation
   a. Receive and review bids for responsiveness.
   b. Prepare bid tabulation and make recommendation to the CLIENT regarding award of construction contract.
7. Attend bid opening, and contract award meeting.
8. Conduct one (1) pre-construction meeting.
   a. Attend pre-construction meeting
   b. Prepare and distribute addenda and meeting minutes.

IV. RIGHT OF WAY SERVICES

A. RIGHT OF WAY ENGINEERING SERVICES

Potentially five (5) parcels will be acquired by the Owner at the intersection of 161st Street and Carey Road. Fee shall be defined as a per parcel basis.

All work will be performed according to the current INDOT Division of Land Acquisition Right-of-Way Engineering Manual and all other applicable regulations or laws.

Right of way Engineering includes:

1. Title Work Update
2. Title and Encumbrances reports
3. Updated and calculated Existing Property Lines
4. Legal descriptions
5. Individual plats for each parcel
6. Transfer documents
7. Final right of way plans
8. Right of way stakeout
9. Appraisal Problem Analysis

B. Right of way Supervision, Appraisal Services & Buying Services

Once the Land Plats and Legal Descriptions are developed from the Updated Title Search and Title and Encumbrances reports using the updated existing property lines, the Appraisal process can begin. Appraisal reports are unknown at this time. CONSULTANT shall provide fee structure for each appraisal report to cover each scenario.

Right of way Stakeout and Buying represent the final step in the land acquisition process. Stakeout is required so that the buying agent can illustrate to the landowner the affect that the project will have on the parcel. Appropriate Transfer Documents will then be drawn up to facilitate the transfer of land between the individual landowner and the Owner.

Right of way Supervision, Appraisal Services and Buying Services include:

1. Appraisal (market estimate, long form, short form or value finding)
2. Review Appraisal (when appropriate, five (5) parcels required)
3. Buying
4. Coordination between Engineer, Owner and Sub-consultants
5. Supervision of project progress and project team members

When efforts to acquire a parcel have failed, it may be necessary to file a condemnation suit. Neither condemnation procedures nor any court appearances are included in this scope of work.

V. CONSTRUCTION ENGINEERING AND INSPECTION

CONSULTANT shall provide construction engineering services for the project described above. Fee shall be estimated due to the full construction project is unknown at this time. Fee shall be for budgetary purposes. Services listed below will be part of a supplemental agreement if desired by the CITY. Said construction engineering services shall include the following:

1. Provide project representative services in observing the performance of the work of the construction contractor.
2. Project representative time is based upon providing one half-time project over the period of the construction which is estimated to be 90 days. Additional site visit(s), if found necessary, may be needed and hours of the project representative time increased or decreased based on the construction schedule and construction activities and as approved by the Owner.
3. The Duties and Responsibilities and the Limitations on the Authority of the Project Representative is set forth as described by the following:

   3A. GENERAL

   1. The Project Representative is the Engineer's Agent and shall act under the supervision and direction of the Engineer. He shall confer with the Engineer regarding his actions and shall communicate directly with the Owner.
   2. Due to the part-time nature of these services, the Engineer and its Agent can only verify and document activities during periods present on the job site.

3B. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

1. Schedule: Review the progress schedule prepared by the Contractor for compliance with the contract and give written advice to the Owner concerning its acceptability.
2. Conferences: A. Attend pre-construction conferences.
   B. Arrange a schedule of progress meetings.
   C. Document and circulate copies of records of the meetings.
3. Liaison:
   a. Serve as the Owner's liaison with the Contractor working principally through the Contractor's superintendent. Alert the Contractor, through his superintendent, to the hazards involved in accepting and acting upon instructions from the Owner or others, except such instructions transmitted through the Engineer.
   b. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
   c. Assist the Engineer in obtaining from the Owner additional details or information, when required, at the job site for proper execution of the work.
4. Approvals: When required, obtain from the Contractor a list of his proposed suppliers and subcontractors.
5. Samples: Obtain field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by Engineer.
6. Shop Drawings:
   a. Receive, review and approve shop drawings and other submissions from the Contractor; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.
   b. Alert the Contractor's superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the Owner when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
7. Review of Work, Inspections, and Tests:
   a. Conduct on-site observations of the work in progress as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the Owner whenever he believes that any work should be rejected or specially tested, or that the work should be stopped to so that the completed Project will comply with the requirements of the Contract Documents.
   b. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer appropriate details relative to the test procedures and start-ups.
   c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the Engineer.
8. Interpretations of Contract Documents: Interpret the Contract Documents and transmit, in writing, interpretations to the Contractor.
9. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the Owner.
10. Records:
    a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the award of the

contract, the Engineer's interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.

c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major material suppliers.

d. Maintain a set of drawings on which authorized changes are noted and deliver to the Engineer at the completion of the Project.

11. Reports:
    a. Furnish the Owner and Engineer periodic reports, as required, of progress of the Project and the Contractor's compliance with approved progress schedule.
    b. Advise the Owner in advance of scheduled major tests, inspections, or start of important phases of the Project.
12. Payment Requisitions: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Owner, noting particularly their relation to the work completed and materials and equipment delivered at the site.
13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance and Operation Manuals, and other required data to be furnished by the Contractor; and upon acceptance of the project, deliver this material to the Owner.
14. Completion:
    a. Prior to inspection for substantial completion, submit to the Contractor a list of observed items requiring correction.
    b. Conduct final inspection in the company of the Owner and prepare a final list of items to be corrected.
    c. Verify that all items on final list have been corrected and make recommendations to the Owner concerning acceptance.
    d. Final Project Documentation: All project documents described above.

3C. LIMITATIONS OF AUTHORITY

Except upon written instructions of the Engineer, the Resident Project Representative:

1. shall not authorize any deviation from the Contract Documents
2. shall not undertake any of the responsibilities of the Contractor, the subcontractors, or the Contractor's superintendent;
3. shall not expedite the work for the Contractor;
4. shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.

ADDITIONAL SERVICES THAT CAN BE PROVIDED BY CONSULTANT AS A PART OF A SUPPLEMENTAL AGREEMENT, IF DESIRED BY THE CITY.

A. *Utility Relocation Design (excluding water relocation) – Including but not limited to Sanitary Sewers, Force Mains, and Electrical Pole Layout.*

B. *Geotechnical Services- Including but not limited to the tasks as follows:*

a. Soil Borings, Pavement Cores and CBR tests for all roadways.
b. Laboratory Analysis
c. Geotechnical Report

C. Physical location of existing facilities (e.g. potholing, GPR, or other subsurface utility engineering).

D. Environmental determinations, delineations, mitigation designs, and permitting beyond those permits listed in Section IIF

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the ENGINEER's services for the Project.

B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

C. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.

D. Assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including, but not limited to, the following:
   1. Previous reports and any other data relative to design or construction of the project.
   2. Available data from the transportation planning process.
   3. Utility plans available to the OWNER.

E. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
   1. Data prepared by or services of others and appropriate professional interpretations of such.
   2. Traffic volumes, traffic assignments and projections, except as noted in Appendix ‘A’.

F. Arrange for access to and make all provisions for ENGINEER and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.

G. Permit fees shall be paid by OWNER at time of submission of said applications.

H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of attorney, insurance

counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

I. Furnish all legal services as may be required for the development of the project.

J. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.

K. Provide appraisal, buying and relocation services for all right of way acquisition required. Prepare clearance of easements and all conveyance instruments and obtain mortgage releases.

L. Provide traffic control for the sewer inspection and evaluation and provide a vactor truck crew to clean the manholes and pipes when necessary.

M. Provide direction regarding the required flow capacity of the rehabilitated/relocated sewers and relocated water mains.

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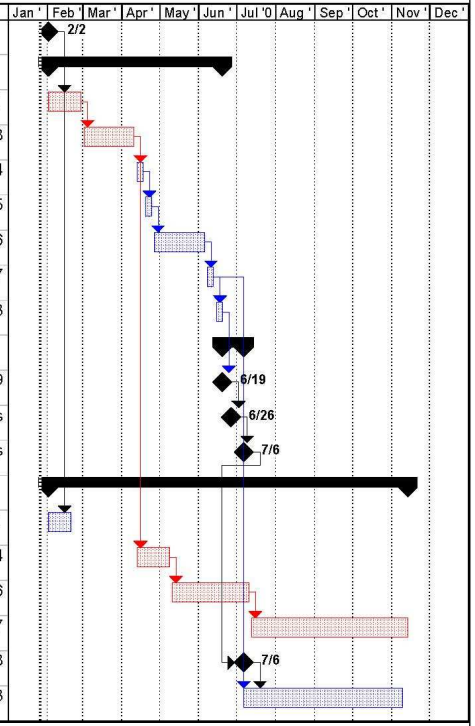
APPENDIX "C"

SCHEDULE

Westfield, Indiana
161st Street and Carey Road

ID	Task Name	Duration	Start	Finish	Predecessors
1	***Notice to Proceed***	0 days	Mon 2/2/09	Mon 2/2/09	
2	**Roadway Plans**	**100 days**	**Mon 2/2/09**	**Fri 6/19/09**	
3	Survey	20 days	Mon 2/2/09	Fri 2/27/09	1
4	Preliminary Plans	30 days	Mon 3/2/09	Fri 4/10/09	3
5	Client Review	5 days	Mon 4/13/09	Fri 4/17/09	4
6	Public Meeting	5 days	Mon 4/20/09	Fri 4/24/09	5
7	Final Plans	30 days	Mon 4/27/09	Fri 6/5/09	6
8	Review	5 days	Mon 6/8/09	Fri 6/12/09	7
9	Final Tracings	5 days	Mon 6/15/09	Fri 6/19/09	8
10	**Bidding**	**11 days**	**Fri 6/19/09**	**Mon 7/6/09**	
11	1st Advertisement	0 days	Fri 6/19/09	Fri 6/19/09	9
12	2nd Advertisement	0 days	Fri 6/26/09	Fri 6/26/09	11FS+5 days
13	Bid Opening	0 days	Mon 7/6/09	Mon 7/6/09	12FS+10 edays
14	**Right of Way Services**	**205 days**	**Mon 2/2/09**	**Fri 11/13/09**	
15	Title Work	14 days	Mon 2/2/09	Thu 2/19/09	1
16	Right of Way Engineering	20 days	Mon 4/13/09	Fri 5/8/09	4
17	Appraising	45 days	Mon 5/11/09	Fri 7/10/09	16
18	Buying	90 days	Mon 7/13/09	Fri 11/13/09	17
19	Right-of-Entry	0 days	Mon 7/6/09	Mon 7/6/09	13
20	**Construction**	90 days	Tue 7/7/09	Mon 11/9/09	19,8



Date: Mon 1/26/09

Task
Critical Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
External Milestone
Deadline

Page 1

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The ENGINEER shall receive as payment for the work performed under this Agreement the total fee not to exceed $155,900 unless a modification of this agreement is approved in writing by the OWNER.

2. The ENGINEER will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

Description	Amount
Survey	$14,700
Location Route Survey Plat	$8,900
Roadway Design	$69,900
Signing and Pavement Marking	$4,600
Lighting Design	$8,500
Watermain Design	$14,000
Landscape Design	$7,900
Right-of-Way Engineering	$9,100
Bidding Services	$6,800
Coordination Activities	$6,700
Permitting	$2,300
Utility Coordination	$2,500
Total	**$155,900**

The cost of permit application/regulatory fees will be paid for by the OWNER as defined in Appendix "B".

The ENGINEER shall not be paid for any services performed by the OWNER or not required to develop this project.

B. Method of Payment for Design Services

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The ENGINEER shall attach thereto a

summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.

2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:

   a. The amount invoiced based upon percent complete or the contract unit price.

3. The OWNER for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the ENGINEER for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the OWNER.

4. If design changes are required during construction due to design errors in the final plans or specifications, the ENGINEER will make such necessary design changes without additional cost to the OWNER. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the ENGINEER prior to construction, the ENGINEER will be paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract or ENGINEER and OWNER may come to an agreed price.

5. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (45) days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER shall be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and changes.

6. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 12 of this Agreement.

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